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BANGALORE, THURSDAY, JUNE 12, 1930.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Abstract Notification No. D2. 174-1322 dated 28—29th May 1930.

The attention of the public is invited to the detailed Minor Forest Produce sale Notification, for 1929-31, published in extenso in pages 494-497, Part VI of the *Mysore Gazette*, dated 8th May 1930.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

BANGALORE DISTRICT.

Notification dated 28th May 1930.

It is hereby notified for general information that a sum of Re. 0-12-0 being the Travelling Allowance for November 1929 due to one Rangappa, orderly, Sandal Special establishment, Kankanhalli, is reported to be lying unclaimed in the office of the Sub-Assistant Conservator in charge. If the same is not claimed by the said person or his legal heirs within a month from the date of publication of this notification, the same will lapse to Government.

B. N. IYENGAR,
District Forest Officer.

MYSORE DISTRICT.

RESALE OF TIMBER.

Notification dated 2nd June 1930.

The timber of the defaulting purchasers will be resold by public auction at the following depots by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions:—

Sl. No.	Range	Name of depot where timber is available	Date of sale	Place of sale
1	Hunsur Range ...	Periyapatna ...	21st June 1930	Periyapatna
2	Do ...	Hunsur ...	23rd do ...	Hunsur
3	Mysore Range ...	Woodyard, Mysore ...	18th do ...	Woodyard, Mysore
4	Begur do ...	Begur ...	24th do ...	Begur
5	Manchegowdanhalli ...	Manchegowdanhalli ...	25th do ...	Manchegowdanhalli
6	Begur Range ...	Antharsanthe ...	26th do ...	Antharsanthe
7	Hediyal Range ...	Nanjangud ...	20th do ...	Nanjangud
8	Heggaddevankote ...	Hampapur ...	28th do ...	Hampapur
9	Ainurmarigudi ...	Sargur ...	27th do ...	Sargur

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. If the amount is not fully paid for by the purchaser on the sale date, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

8. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot.

9. Timber purchased shall be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

10. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

11. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitle to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

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Notification dated 2nd June 1930.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each Depot under the following conditions:—

Name of depot	Date of sale	Teak	Matti	Honne	Beete	Other kinds	Remarks
FRESH SALES.		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
1. Mysore Wood Yard.	18th June 1930 ..	7,000	2,000	200	165	86	More or less
2. Chamrajnagar	19th do	..	..	200	300	2,000	
3. Nanjangud ..	20th do ..	3,000	..	500	200	300	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department, will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

8. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

9. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

10. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 31st May 1930

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests of the District up to the end of June 1931, will be sold Ringewar at the Range headquarters by the Sub-Division Officer or the Range Officers concerned and on the dates noted against them :—

Serial No.	Range	Date of sale	Place of sale	Designation of the officer conducting the sale
1	Ainurmarigudi ...	26th June 1930	Moliyur Range Office.	S. D. O., Heggaddevankote.
2	Begur ...	25th do	... Begur ...	
3	Kakankote ...	24th do	... Antharsanthe ...	
4	Heggaddevankote ...	28th do	... Heggaddevankote.	
5	Chamrajnagar ...	25th do	... Chamrajnagar ...	S. D. O., Chamrajnagar.
6	Gundlupet ...	27th do	... Gundlupet ...	
7	Hediyal ...	30th do	... Hediyal ...	
8	Hunsur ...	4th July 1930	Hunsur ...	R. O. Hunsur.
9	French-Rocks ...	26th June 1930	Melkote ...	R. O., French-Rocks.
10	Mysore ...	30th do	... Mysore Woodyard.	R. O., Mysore.

1. The auction sale will commence at 2 P.M., and, if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the Taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer, or the Chief Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk Treasury, the entire sale amount, including the deposit already made, together with local cess at one anna per rupee, and education cess at six pies per rupee and railway cess at 3 pies per rupee. In default the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereinafter mentioned duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests.

(d) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(e) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Chief Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(f) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(g) The lessee shall remove out of the limits of the Forest all produce collected and sold under the terms of the lease before the close of the official year.

(h) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Notification dated 31st May 1930.

It is hereby notified for general information that the right of harvesting the grass crop in the undermentioned Plantations and State Forests of the District, up to the end of June 1931 will be sold by public auction on the dates and at the places specified against plantations or forests by the concerned Sub-Division and Range Forest Officers.

Name of the taluk	Name of the plantation or forest	Area in acres	Distance from Taluk head-quarters or Railway Station	Date of sale	Place of sale	Designation of the officer conducting the sale
Hunsur ..	Kotagakaval ..	150	8 miles from Yedatore;	24th June 1930	Kotagakaval	Range Officer, Hunsur
	Naihalla ..	220	12 miles from Yedatore.	25th do ..	Naihalla ..	Do do
	Muthur Forest Lodge compound.	..	Do ..	27th do ..	Muthur Forest Lodge.	Do do
	Hosurmarigudi ..	365	Do ..	28th do ..	Hosurmarigudi	Do do
	Panchavalli ..	312	16 miles from Hunsur.	30th do ..	Panchavalli ..	Do do
Yedatore ..	Matadakaval ..	15	10 miles from Yedatore.	2nd July 1930.	Matadakaval.	Do do
Nagamangala Seringapatam.	Hasuvinakaval	837	....	24th June 1930	Hasuvinakaval	Do French-Rocks
	Karighatta ..	..	8 miles from French-Rocks.	24th do ..	Karighatta ..	Do Mysore
	Kurgahalli ..	127	4 miles from Mysore.	..	..	....
	Bastipur ..	183	Do ..	25th do ..	Kurgahalli ..	Range Officer, Mysore
	Yegechalli ..	..	....	....	....	Do do
Mysore ..	Yelwal Residency ..	530	10 miles from Mysore.	26th do ..	Yelwal ..	Do do
	Bommenahalli ..	129	12 miles from Mysore.	27th do ..	Bommenahalli.	Do do
	Varuna ..	..	10 miles from Mysore	28th do ..	Varuna ..	Do do
T.-Narsipur.	Talkad ..	291	30 miles from Mysore.	24th do ..	Talkad ..	Sub-Division Officer, Chamrajnagar.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the local cess at one anna per rupee, education cess at 6 pies per rupee and railway cess at 3 pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which, the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser; who shall not participate, however, in any gain, but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The

purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the forests will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated, *viz*., end of June 1931. No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area, and if any damage be caused by such operations to the grass crop, he will not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

Notification dated 31st May 1930.

It is notified for general information that the right of collecting tolls at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharasanthe-Kymara Road, from 1st July 1930 to 30th June 1931, will be sold by public auction at Antharasanthe on 24th June 1930, at 3 p.m., by the District Forest Officer or any other officer authorised by the District Forest Officer, Mysore District. The sale will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore as the case may be.

2. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for in-coming and out-going traffic and at no higher rates.

3. The District Forest Officer or the Chief Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay as soon as the sale is over, a deposit equal to two months' instalments for the due fulfilment of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract period.

5. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If delay is made in the payment of the instalments, interest at one pie per rupee per month will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be resold at the discretion of the District Forest Officer or the Chief Conservator of Forests, and the deficit if any, in the resale will be recovered from the contractor, who shall not be entitled to any profits resulting therefrom.

6. In addition to the sale amount, the contractor is bound to pay local cess at one anna per rupee, education cess at six pies per rupee and railway cess at three pies in the rupee on the contract amount in a lumpsum after the confirmation of the sale.

7. The contractor is also bound to keep an account showing the daily collection and it shall be open to inspection by the Forest and Revenue authorities.

8. He shall also be bound to keep the true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost a resident mutsaddi at the toll-gate.

9. The contractor will have the use of existing toll-houses and gates and he will be required to keep them in good order. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

10. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

11. Carts laden with bones or other substances for use as manure should be treated as carts unladen and tolled on accordingly.

12. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 61 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 393-06-2, dated 10th August 1907).

13. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1688—Legis. 10-07-4, dated 30th November 1907).

14. No toll shall be paid for the passage of troops or military stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered at the last toll-gate passed before the cart, carriage or animal conveying such property reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvaraja.

15. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

16. No toll shall be levied for the passages of carriages, carts or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c*) licensed by the District Board during the period for which they have been licensed and (*d*) engaged by the Postal Department to convey mails (*vide* section 65 of Local Boards Regulation).

17. A table of authorised tolls shall be legibly written in English and Kanarese and shall be put up in a conspicuous place near the toll-gate.

18. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

19. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to cancellation and deficit in the resale will be recovered from him.

SCHEDULE A.

Traffic.	*Sales.* Rs. a. p.
On every motar car	1 0 0
Four-wheeled carriage with passengers	0 12 0
Do without passengers	0 6 0
Two-wheeled carriage with passengers	0 8 0
Do without passengers	0 4 0
Carts, laden	0 4 0
Do unladen	0 2 0
Elephants	1 0 0
Camels, laden	0 4 0
Do unladen	0 2 0
Horses with rider	0 1 0
Do without rider	0 0 9
Ponies with rider	0 1 6
Do without rider	0 0 9
Bullocks, laden	0 1 0
Do unladen	0 0 6
Asses, laden	0 0 6
Do unladen	0 0 3
Palanquins with two bearers	0 2 0
Do with more than two bearers	0 4 0
Sheep, goat or pig	0 0 1

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 22nd May 1930.

Attention of the public is invited to the detailed notification published on pages 607 and 608, Part VI of the *Mysore Gazette*, dated 29th May 1930, *re* the sale of grazing right by public auction in the several State Forests and plantations of the Hassan District during the year 1930-31.

Abstract Notification dated 20th May 1930.

Attention of the public is invited to the detailed notifications published on pages 589 592, Part VI, of the *Mysore Gazette*, dated the 29th May 1930, calling for tenders up to P.M. on 18th June 1930 for—

(1) the collection and carting of rough sandalwood to Hassan Koty,
(2) the Koty preparation of sandalwood,
(3) Carting sandalwood from Hassan Koty to Hassan Railway Station.